

Vanderburgh

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Manatron ProVal Contract Amendment

This Amendment ("Amendment") defines an understanding between the Board of Commissioners of Vanderburgh County, Indiana, 1 NW Martin Luther King Jr. Blvd., Room 227, Evansville, Indiana 47708 (hereinafter referred to as "Vanderburgh County") and Manatron, Inc., 510 East Millham Avenue, Portage, Michigan 49002, (Manatron acquired CSS in June of 1999, and shall hereinafter be referred to as "Manatron") which was entered into on the date indicated below.

WHEREAS, the services identified in the "Computer Program End-User License" and the "Support Agreement" between CSS (also referred to as ProVal) and Vanderburgh County, which was signed on May 9, 1994, and the Addendum thereto which was signed in July of 1995 (hereinafter collectively referred to as the "*Agreement*") under which Manatron was initially engaged, have been expanded to replace per user pricing with a site software license; and

WHEREAS, both parties agree that the original *Agreement* will remain in full force and effect except as modified by this Amendment; and

WHEREAS, Vanderburgh County has requested clarification with respect to the support services and related pricing for its CAMA software license provided by Manatron; and

WHEREAS, Vanderburgh County has requested an upgrade of its CAMA software from version 6.4.1 to ProVal Plus; and

WHEREAS, Manatron has agreed to provide Vanderburgh County with a site license for its CAMA software as opposed to a per user license that is currently in effect; and

NOW, THEREFORE, Manatron and the Vanderburgh County agree to the following:

1. Payment of Past Due Invoices and Support

A. Vanderburgh County acknowledges that it currently owes Manatron \$33,946 for support of its CAMA software license for the period of April 1, 2004 through June 30, 2005. In connection with this *Amendment*, Manatron agrees to provide a one-time credit of \$3,946.00, leaving a balance of \$30,000. Vanderburgh County agrees to pay \$15,000 of said balance in September of 2005, and \$15,000 of said balance by October 31, 2005.

B. The software support fees for the period of July 1, 2005 through December 31, 2005, totaling \$16,498.00 shall be due and payable (subject to appropriation of funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana) 30 days from the date of the execution of this Amendment.

C. Vanderburgh County also acknowledges that it currently owes Manatron \$5,540 for data conversion services from Rbase to SQL Server conducted in March of 2002. Said amount shall be due and payable, subject to appropriation of funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana, by Vanderburgh County to Manatron on March 1, 2006.

D. For the convenience of the parties, the following is a summary of the identified past due invoices and support payments, which will be paid by Vanderburgh County to Manatron:

Due Date	Amount	Description
September 30, 2005	\$15,000.00	Past due software support from April 1, 2004 through June 30, 2005, first of two installment payments.
October 31, 2005	\$15,000.00	Past due software support from April 1, 2004 through June 30, 2005, second of two installment payments.
October 31, 2005	\$16,498.00	Six month support from July 1, 2005 through December 31, 2005, 30 days from date of execution.
March 1, 2006	\$5,540.00	Data conversion services from Rbase to SQL Server conducted in March of 2002
Total Amount Past Due Invoices and Support	\$52,038.00	

E. All payments referred to in this Amendment are subject to appropriation of funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana.

2. Amendment to the Computer Program End-User License Agreement, Item 3, "Fees and Payments"

The third paragraph of Item 3, "Fees and Payments" of the Computer Program End-User License Agreement which constitutes part of the ~~Agreement~~, is deleted in its entirety and the following is substituted in lieu thereof:

"Commencing on January 1, 2006, license support fees shall be due and payable in advance of each annual term. Commencing January 1, 2009, said license support fees shall be subject to an annual percentage increase. Each such annual percentage increase shall not exceed an amount equal to the percentage increase in the Consumer Price Index (CPI) over the preceding twelve months, plus three percent (3%). Said annual increases shall take effect only upon prior written notice to Vanderburgh County. Payment is subject to appropriation of funds by the Vanderburgh County Council and the approval for expenditure of such funds by the State of Indiana (estimated to be March 1, 2006). All invoices will be paid as funds are available for expenditure by Vanderburgh County based on appropriation of the funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana.

License support fees for services and support shall renew automatically for additional terms of twelve (12) months each unless either party provides the other party with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If the license support fees are discontinued by Vanderburgh County or terminated for any period, and Vanderburgh County desires to reinstate such services, Vanderburgh County shall pay all annual license support fees in arrears, in addition to the then-current annual license support fee.

If Vanderburgh County requests that it be billed on a monthly or quarterly basis for Software Support Services Fees, Vanderburgh County shall pay Manaton an annual delayed billing fee equal to the greater of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments."

3. Amendment to Computer Program End-User License Agreement, Exhibit A, Item 4

Exhibit A to the Computer Program End-User License Agreement, constituting part of the Agreement is amended by deleting Items 3 and 4 thereof and substituting the following in lieu thereof:

3. **Specification of computer system on which licensed program will execute:**
See Manatron's published hardware and software specifications for the current software version.

4. **License Support Fee**

- a. **\$40,000** annual license support fee, payable, subject to appropriation of such funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana, in advance of each annual term, commencing on January 1, 2006, and subject to annual increases as provided in Paragraph 2 of this Amendment.
 - b. Manatron shall upgrade existing users from version 6.4.1 to ProVal Plus. The implementation is scheduled for the week of November 28th, 2005. This implementation date is contingent upon the execution of this AMENDMENT and the training AMENDMENT by November 8, 2005.

- c. Payment of the first annual fee shall trigger conversion of the "per user" pricing to a single site license and single-site pricing (as provided hereinabove) for all current and future users in Vanderburgh County including all County, City, and Township Offices.

4. Support Agreement, Section 2, "Scope of Services"

Section 2 of the Support Agreement, "Scope of Scope," constituting part of the ~~Agreement~~, shall be amended by adding new subsections 2.9 and 2.10 which new subsections shall read as follows:

- 2.9 **Web Site:** Manatron shall maintain a web site that contains information concerning the Software and Support Services, including hardware and software specifications and requirements for each current and previous version of the licensed software.

2.10 Vanderburgh County Obligations

- Vanderburgh County shall designate one or more persons, depending on the size and complexity of Vanderburgh County's application, through whom requests by Vanderburgh County for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Vanderburgh County may change its designated contact person at any time upon notice to Manatron.
- Vanderburgh County shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

- Vanderburgh County shall purchase, install and maintain a Computer System that complies with the Minimum Requirements as provided for in Manatron's published hardware and software specifications for the relevant software version.
- Third-Party Software Support. Manatron shall provide Vanderburgh County with telephone assistance for the Third-Party Software during the normal working hours. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Vanderburgh County's behalf and coordinate and monitor correction efforts by the vendor.

Said Section 2 shall be further amended by adding the following proviso at the end of Section 2.4, which proviso shall read as follows:

"Total cost for installation of the ProVal Plus software is \$2,000.00 due and payable upon installation of the software and subject to appropriation of such funds by the Vanderburgh County Council and approval for expenditure of such funds by the State of Indiana. Travel related expenses for installation are included.

5. Support Agreement, Exhibit A, "On Site Training/Technical Assistance"

The last line item of Exhibit A to the Support Agreement, "On Site Training/Technical Assistance," constituting part of the *Agreement* which reads: "Software telephone support & updates (26 Workstations) Beginning July 1, 1995 \$1,165/mo" shall be deleted, and the following shall be substituted in lieu thereof:

"Software telephone support & updates (Site license)	Cost included as part of annual license support fee of \$40,000.00 as defined in revised Computer Program End-User License Agreement, Exhibit A."
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6. Miscellaneous.

- a. This Amendment may be executed in counterparts. Counterpart signature pages (including facsimile counterparts), each of which shall be deemed an original, and all of which together shall constitute a single Amendment.
- b. Except as set forth above, the Agreement continues in full force and effect in accordance with its terms. In the event of a conflict between a provision of this Amendment and a provision of the Agreement, the provision of the Amendment shall govern.

IN WITNESS HEREOF, the parties have executed this Amendment effective as of the latest of the dates indicated below,

Board of Commissioners for Vanderburgh County

Cheryl A. Musgrave, President

Date: _____

Bill Nix, Vice President

Date: _____

Thomas Shetler Jr., Member

Date: _____

Manatron, Inc.

Paul Sylvester, President and CEO

Date: _____

Attested

William Fluty, Vanderburgh County Auditor

Date: _____

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This *Amendment* ("Amendment") defines an understanding between the Board of Commissioners of Vanderburgh County, Indiana, 1 NW Martin Luther King Jr. Blvd, Room 227, Evansville, Indiana 47708 (hereinafter referred to as "Vanderburgh County") and Manatron, Inc., 510 East Millham Avenue, Portage, Michigan 49002 who acquired CSS in June of 1999 (hereinafter referred to as "Manatron") entered into on the date indicated below.

WHEREAS, the services identified in the Computer Program End-User License and Support Agreements between CSS (also referred to as ProVal) and Vanderburgh County which was signed on May 9, 1994 and the Addendum which was signed in July of 1995 (hereinafter referred to as "*Agreement*") for which Manatron was initially engaged have been expanded to include additional training services; and

WHEREAS, both parties agree that the original *Agreement* will remain in full effect; and

WHEREAS, Vanderburgh County will be upgrading its CAMA software from version 6.4.1 to ProVal Plus and Manatron has agreed to provide the Vanderburgh County with training for its ProVal Plus; and

THEREFORE, Manatron and the Vanderburgh County agree to the following:

In compliance with the intent of the original *Agreement* both parties have agreed to Manatron training services including ten to fifteen days of training on the ProVal Plus software. Training is billed in full day increments at the rate of \$900.00 per day, per trainer. Vanderburgh County responsibilities include provision of a room or space where training can be conducted in an uninterrupted manner. All personnel to be trained should have adequate job coverage to ensure focused training sessions. A minimum of six hours of training are included in one "full day" of training. Vanderburgh County is responsible for all travel-related expenses. Manatron recommends one (1) person per PC/terminal with maximum class size of eight people.

Signatures

I have read and agree to abide by the above scope of activities, terms, and conditions:

Board of Commissioners for Vanderburgh County

Cheryl A. Musgrave, President

Date: 11-8-05

Bill Nix, Vice President

Date: 11-8-05

Thomas Shetler, Member

Date: 11-8-05

Manatron, Inc.

Paul Sylvester, President and CEO

Date: 11-14-05

Attested

William Fluty, Vanderburgh County Auditor

Date: 11-8-05

AGREEMENT

This agreement is entered into by and between:

MANATRON INCORPORATED

2970 S. 9th Street

Kalamazoo, Michigan 49009

and

Vanderburgh County (hereinafter "Customer")

308 Civic Center Complex

Evansville, IN 47708

(Assessor's System)

the terms and conditions of which are as follows:

RECAPITULATION

ONE-TIME COSTS:

Hardware	¹⁶⁵ \$173,965
Software License	53,400
Delivery	1600 1,600
Installation	2160 2,160
Training	5400 5,400
Start-up Supplies	4331 1,312
	(Six days)
	(Fifteen days)

TOTAL ONE-TIME COSTS \$237,837

228,115

ANNUAL COSTS:

Hardware Maintenance \$ 22,011*

Software Support 2,020

TOTAL ANNUAL COSTS \$ 24,031

* Provided by Unisys.

J.E.H.
J. E. H.
P.M.
K.B.

Agreement between Manatron Incorporated and
Vanderburgh County

GENERAL TERMS AND CONDITIONS

I. PAYMENT

Customer agrees to pay for the Hardware and Software which are the subject of this agreement, in accordance with Schedule C, Paragraphs 6, 7 and 8. Customer agrees that all invoices for continuing services and materials shall be payable within 45 days of Customer's receipt of invoice and properly completed claim forms.

II. TAXES

Customer shall pay Manatron any tax (except tax based on net income) on this Agreement, on or measured by the prices, other charges, the equipment, program products, or services furnished, or their use, however designated, levied or based whenever Manatron must pay/or collect the tax from customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be customer's sole obligation after payment to Manatron to challenge the applicability of any tax. Any personal property taxes assessable on the equipment after shipment shall be borne by customer.

III. LIMITATION OF LIABILITY

Except for losses due to violation of the warranties of merchantability and fitness for a particular purpose or provided by I.C.26-1-2-314 and I.C.26-1-2-315, and except for damages caused by Manatron's own negligence or fault, Manatron shall not be liable to customer for loss of revenue, indirect, special or consequential damages arising out of any breach of this agreement or of obligations under this agreement or the license granted or for any claim made against customer by any other party, even if Manatron has been advised of the possibility of such claim.

IV. CHOICE OF LAW AND FORUM

Indiana law shall apply to all matters touching upon the interpretation of this agreement and jurisdiction of any dispute regarding this agreement shall be exclusively in the United States District Court for the Southern District of Indiana.

Agreement between Manatron Incorporated and
Vanderburgh County

ACCEPTANCE

Manatron and customer, by signature below, acknowledge that they have read this agreement, including schedules:

- SCHEDULE A - Agreement for Equipment Sale
- SCHEDULE B - Program Products License and Support Agreement
- SCHEDULE C - Additional Terms
- SCHEDULE D - Unisys Letter dated October 28, 1987

understand it and agree to all its terms and conditions.

Accepted:

MANATRON INCORPORATED

Accepted:

VANDERBURGH COUNTY, INDIANA

By: _____

By: Robert D. McMillan

Title: _____

Title: President and General Manager

Witness: _____

Witness: Richard J. Dennis

Date: _____

Date: 12-7-87



SCHEDULE A Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County

308 Civic Center Complex

Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
1)	XE520 Shared Resource Processor 1/4" Tape Backup Unit 71MB Disk Storage	1	\$23,000	\$23,000
2)	SMD Controller	1	2,200	2,200
3)	269MB Disk Expansion	1	14,500	14,500
4)	Storage Processor w/256KB Dual Diskette Drive	1	3,150	3,150
5)		1	950	950
6)	B25-80186 Color Workstations with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	42	5,225	20,900 10,450
7)	200CPS Graphics Printer w/Cable & Stand	1	1,293	1,293
8)	800LPM Graphics Printer w/Cable, Pedestal and Paper Basket	1	5,570	5,570
9)	Terminator Kits (2 per kit)	2	25	50
10)	Operating System	1	1,500	1,500
11)	2400 Baud Modems	5	599	2,995
12)	Remote Communication Software	1	1,790	1,790
13)	390' Cluster Cable	1	370	370
14)	End Connectors	26	5	130
Sub-Total				\$78,398 68,548

Grand Total List Price:

Less Down Payment:

Balance of List Price:

See Page 10

SCHEDULE A Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County

308 Civic Center Complex
Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
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Pigeon Township:

1)	B25-80186 Color Workstations with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	2	\$ 5,225	\$10,450
2)	200CPS Graphics Printer w/Cable & Stand	1	1,293	1,293
	Sub-Total			\$11,743

Knight Township:

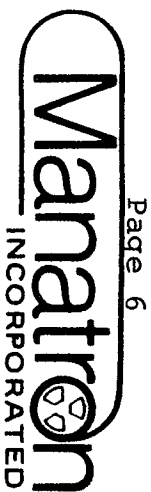
1)	B25-80186 Color Workstations with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	3	\$ 5,225	\$15,675
2)	200CPS Graphics Printer w/Cable & Stand	1	1,293	1,293
	Sub-Total			\$16,968

Grand Total List Price:

See Page 10

Less Down Payment:

Balance of List Price:



SCHEDULE A
Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County
308 Civic Center Complex
Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
Perry Township:				
1)	B25-80186 Color Workstation with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	1	\$ 5,225	\$ 5,225
2)	20MB Winchester Drive w/630KB Diskette Drive and Power Supply	1	2,700	2,700
3)	200CPS Graphics Printer w/Cable & Stand	1	1,293	1,293
4)	Terminator Kit	1	50	50
5)	Operating System	1	650	650
6)	2400 Baud Modem	1	599	599
7)	Remote Communication Software	1	895	895
Sub-Total			\$ 11,412	10,119

Grand Total List Price:

See Page 10

Less Down Payment:

Balance of List Price:

SCHEDULE A Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
 Vanderburgh County

308 Civic Center Complex
 Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
Center Township:				
1)	B25-80186 Color Workstations with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	2	\$ 5,225	\$10,450
2)	200CPS Graphics Printer w/Cable & Stand	1	1,293	1,293
German Township:				-----
	Sub-Total			\$11,743
1)	B25-80186 Color Workstation with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	1	\$ 5,225	\$ 5,225
2)	20MB Winchester Drive w/630KB Diskette Drive and Power Supply	1	2,700	2,700
3)	Terminator Kit	1	50	50
4)	2400 Baud Modem	1	599	599
5)	Operating System	1	650	650
6)	Remote Communication Software	1	895	895
Sub-Total				----- \$ 10,119

Grand Total List Price:

See Page 10

Less Down Payment:

Balance of List Price:



SCHEDULE A Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County

308 Civic Center Complex
Evansville, IN 47708

agrees to buy the equipment listed below:

Item # Model/Description
Scott Township:

Quantity Unit Price Total Price

1)	B25-80186 Color Workstation with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	1	\$ 5,225	\$ 5,225
2)	20MB Winchester Drive w/630KB Diskette Drive and Power Supply	1	2,700	2,700
3)	Terminator Kit	1	50	50
4)	2400 Baud Modem	1	599	599
5)	Operating System	1	650	650
6)	Remote Communication Software	1	895	895
Sub-Total				<u>\$ 10,119</u>

Grand Total List Price:

See Page 10

Less Down Payment:

Balance of List Price:



SCHEDULE A

Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County

308 Civic Center Complex
Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
Union Township:				
1)	B25-80186 Color Workstation with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	1	\$ 5,225	\$ 5,225
2)	20MB Winchester Drive w/630KB Diskette Drive and Power Supply	1	2,700	2,700
3)	Terminator Kit	1	50	50
4)	2400 Baud Modem	1	599	599
5)	Operating System	1	650	650
6)	Remote Communication Software	1	895	895
Sub-Total				\$ 10,119

Grand Total List Price:

See Page 10

Less Down Payment:

Balance of List Price:

SCHEDULE A Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,

Vanderburgh County

308 Civic Center Complex

Evansville, IN 47708

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
Armstrong Township:				
1)	B25-80186 Color Workstation with 1MB Memory, Graphics, Keyboard, Power Supply & Surge Protector	1	\$ 5,225	\$ 5,225
2)	20MB Winchester Drive w/630KB Diskette Drive and Power Supply	1	2,700	2,700
3)	Terminator Kit	1	50	50
4)	2400 Baud Modem	1	599	599
5)	Operating System	1	650	650
6)	Remote Communication Software	1	895	895
Sub-Total				\$ 10,119

Auditor's Office:

1)	B25-80186 ^{color} Monochrome Workstation with 1MB Memory, Keyboard, 50' Cluster Cable, Power Supply and Surge Protector	1	\$ ^{5,225} 3,225	\$ ^{5,225} 3,225
Sub-Total				\$ 3,225

Grand Total List Price:

Less Down Payment:

Balance of List Price:

Schedule A Agreement between Manatron Incorporated and
Vanderburgh County

I. TITLE

Title of the equipment shall vest in customer as provided in Schedule C. Manatron shall retain a security interest in the equipment until the entire balance of the list price and all other monies payable hereunder are paid in full.

II. INSTALLATION

The initial installation will be performed by Manatron during Manatron's normal working hours. Manatron shall deliver and install the equipment as soon as reasonably possible, but no later than 30 days after execution of this agreement by Vanderburgh County, Indiana.

III. RETENTION - See Schedule C.

IV. DESTINATION AREA TRANSPORTATION

Manatron will arrange for transportation to the customer premises at which the equipment is to be located, and Manatron shall pay transportation charges.

V. RISK OF LOSS OR DAMAGE

Customer shall assume full risk of loss or damage to the equipment immediately upon its installation and initial operation tests are successfully completed. As long as Manatron holds a security interest in the equipment customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of the equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit any alteration without the prior written consent of Manatron; permit inspection by Manatron at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurance value of the equipment, with loss payable to Manatron and customer as their interests shall appear.

Schedule A Agreement between Manatron Incorporated and
Vanderburgh County

VI. WARRANTY

Manatron warrants that: (a) no applicable statute, regulation or ordinance of the United States or of any State has been violated in the manufacture and sale of the equipment; (b) Manatron has title to the equipment and the right to sell it; (c) for a period of (90) days from installation the equipment delivered under this agreement shall be free from defects in materials and workmanship under normal use and service; and (d) the fitness for particular purpose and merchantability of the equipment within the meaning of I.C.26-1-2-314 and I.C.26-1-2-315.

Accepted:

MANATRON INCORPORATED

By: _____

Title: _____

Witness: _____

Date: _____

Accepted:

VANDERBURGH COUNTY, INDIANA

By: *Richard J. Barnes*

Title: *Vanderburgh County Comm.*

Witness: *Richard J. Barnes*

Date: *12-7-87*



SCHEDULE B

Program Products License and Support Agreement

Manatron Incorporated by its acceptance agrees to and does hereby grant and customer, Vanderburgh County

308 Civic Center Complex

Evansville, IN 47708

accepts, on the following terms and conditions, a personal, nontransferable and nonexclusive right and license to use the Licensed Program Products, Related Materials and Designated Systems Software identified hereunder in the following schedule, and those ordered from time to time by customer subject to written acceptance by Manatron, collectively referred to as Program Products:

Program Product/ Training Identification	Initial License Charge	Annual Charge
Residential Appraisal-Including Farm Property	\$35,000	\$1,400
Commercial Property Appraisal*	15,000	300
Word Processing w/Dictionary	1,450	110
Multiplan Spreadsheet	1,000	110
Fasport Report Generator	950	100
	-----	-----
TOTAL	\$53,400	\$2,020

Manatron recommends 15 days of training for the above Software Applications. Training costs are billed as used at the rate in effect, currently \$360 per day. Additional training will be billed as requested at the current rates.

Software will perform as outlined in the product specifications (brochure and highlight) submitted with proposal.

Source Code and Acceptance Test terms are outlined in Schedule C.

* Refer to Schedule C, Page 18, Item E.

Schedule B Agreement between Manatron Incorporated and
Vanderburgh County

I. DEFINITIONS

Program Products shall collectively mean the licensed program(s), system software, and related materials which program products are identified in the schedule on the previous page.

II. DELIVERY

Manatron shall furnish customer on or about the estimated delivery date specified in Schedule A, the then current version of the program product(s) in a medium suitable for use on the designated computer system.

III. TERM

Each license shall commence upon receipt by customer of any program product material and shall remain in effect for each respective program product as follows:

- (1) If a monthly/annual license fee is applicable, until terminated by customer upon one month's prior written notice.
- (2) If no monthly/annual license fee is applicable, until customer ceases using the program product on the designated computer system.

IV. PROTECTION AND SECURITY

Customer agrees not to disclose, publish, release, transfer or otherwise make available any program product(s) in any form, to any person other than customer's or Manatron employees without prior written consent from Manatron, except during the period any such person is on customer's premises for purposes specifically related to customer's use of the program product(s). Customer also agrees that the program products are the property of and proprietary to Manatron and further agrees to protect program products or any part thereof from unauthorized disclosure by its agents, employees or customers. Customer shall not allow Manatron program product(s) to enter the Public Domain.

Schedule B Agreement between Manatron Incorporated and
Vanderburgh County

V. WARRANTY

Each licensed program product is warranted to conform to the design specification for that release as designated on the program product specification or similar applicable release and to be fit for the particular purpose for which it is intended.

Customer agrees that its sole and exclusive remedy and Manatron's sole obligation, if a licensed program warranted hereunder fails to conform to the applicable design specifications and customer has advised Manatron of such failure in writing during the term of the warranty, is for Manatron to provide programming services to correct any defect and to compensate the County for the loss, if any, caused by delay in the use of the program product(s). For purposes of this agreement, non-conformance to design specification and the term "defect" shall mean only significant deviations from the design specifications for such current release of the licensed program.

VI. RETENTION

After initial installation, 20% of the license fee may be retained by customer until Manatron has demonstrated conformance to design specifications. Customer agrees to pay interest of 1.5% per month on any unpaid balance past 90 days overdue other than the retention.

VII. RETURN UPON TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of a license granted hereunder, customer shall deliver to Manatron the licensed program products and related materials related to such licensed program and all copies thereof in whichever form, including partial copies which may have been modified by customer or Manatron, or an executed Manatron program products license certificate of discontinuance so certifying. Upon prior written authorization from Manatron, customer may be permitted for a specific period thereafter to retain one copy of certain materials for record purposes.

Schedule B Agreement between Manatron Incorporated and
Vanderburgh County

Accepted:

MANATRON INCORPORATED

Accepted:

VANDERBURGH COUNTY, INDIANA

By: _____

By: Robert J. McMillan

Title: _____

Title: Vanderburgh County Coroner

Witness: _____

Witness: Richard J. Powers

Date: _____

Date: 12-7-87

SCHEDULE C - ADDITIONAL TERMS

The following additional terms are made a part of the agreement between Vanderburgh County and Manatron, Inc.

1. Manatron and Vanderburgh County shall choose a mutually agreeable source as the escrow agent for the Manatron Software Source Code. The proprietary software developed and owned by Manatron will be deposited in a mutually agreeable secure location at the conclusion of the acceptance period defined in this agreement. Manatron will replace the storage media when major software changes are made. Updates will be made at least annually in January of each year.

An authorized County representative may verify that the storage media contains the Manatron software licensed to the County at time of deposit and annually thereafter. Representatives of Manatron and the County must be present at this examination. Manatron will have sole authority over the security requirements during the software examination and for storage of the media upon which the source code is stored.

2. As outlined in Schedule B of the contract, Manatron does provide a "personal, perpetual, non-transferable and non-exclusive right and license to use of the Licensed Program Products, Related Materials and Designated Systems Software identified" on Schedule B submitted as a part of this agreement.
3. Manatron will provide Vanderburgh County with additional copies of the software, for internal use, when the need is identified. Documentation of Manatron Software can be reproduced by the County for internal use (Assessor's offices) only. Unisys software documentation will be provided as outlined in the attached Unisys letter, dated October 28, 1987, hereby made a part of this agreement incorporated as Schedule D.
4. The "Support Agreement" (Schedule B - Annual Charge) with Manatron, will provide for Improvements to the Software, which improve the efficiency but do not change the function of the software, as part of the Support Agreement. Such improvements shall be at no additional cost to the County, provided the "Support Agreement" Annual Charge is in effect.
5. All applicable Manatron Software documentation will be provided for each workstation. Unisys documentation of hardware and systems software will be provided for each workstation as outlined in Schedule D.
6. The County agrees to payment of the hardware and software upon installation, less 20% Retention. The 20% Retention will be due upon completion of the Acceptance Test Period.

Schedule C Agreement between Manatron Incorporated and
Vanderburgh County

7. Retention: Vanderburgh County agrees to payment for the system upon installation, however, County may retain a 20% "Retention Fee", until Manatron has demonstrated conformance to specifications. Manatron's conformance to specifications is defined as "anything that is under Manatron's control". Interest at 1.5% per month is payable on any unpaid balance past 90 days overdue other than the 20% retention.

8. The Acceptance Test Period will be for the purpose of determining that the proposed system meets the specifications outlined in the Request for Proposal issued by Vanderburgh County, Indiana dated July 21, 1987 and the subsequent proposal responses of Manatron dated August 7, 1987; and Addendums dated August 14, 1987 and September 16, 1987. The Acceptance Test Period will continue for sixty (60) working days in the County Assessors office, following initial operation (two days) of the equipment and upon completion of the functions listed below, the System will be deemed accepted and the amounts retained in Paragraph 6 and 7 will be released for payment. Acceptance test will be based upon the following.

Residential and Agricultural Properties:

- a) Appraisal software functions as defined in the Manatron Appraisal Systems Operator Manual, and the final calculated values meet the requirements of the Indiana Regulation 17 in the Indiana Real Property Assessment manual applicable to the 1989 reevaluation.
- b) The appraisal record of each parcel entered in the computer can be displayed, updated and recalculated with correct values in accordance with the calculation factors in the manual referenced in a) above.
- c) A Property Record Card worksheet must be printed in the format and on forms currently in use by Manatron customers in Indiana counties.
- d) The computer must have storage capacity to contain all existing property data required by the manual for all property records and provide access to any of these records.

Future Acceptance: The following items will be made available to the County based on the dates indicated and will be reviewed with the County Assessor when made a part of the system. These items are as follows:

- e) Software to perform calculations on Commercial properties. This product will be available by March 31, 1988.

Schedule C Agreement between Manatron Incorporated and
Vanderburgh County

8. Acceptance Test - continued

f) Printing of Final Property Record Card. The final Property Record Card will be approved by the State Tax Board (STB) during 1988. The STB has not approved any card for any computer printed Property Record Card as of October 1, 1987. The STB has reviewed the Manatron Property Record Card worksheet and has advised us of the minor changes that must be made in the card for acceptance as a final Property Record Card. The only content change is the space for printing records of property transfers which must be expanded from one to no more than eight spaces.

g) Preparation of Reports. The Generic Report Generator software can be installed at any time with your staff trained on the uses of our product called "FASPORT".

9. The acceptance test shall continue for a period of 60 working days. After the first 30 working days, the County will submit the invoice for the remaining 20% retention fee, for processing of payment, if the Acceptance Period has had satisfactory progress for a period not to exceed 30 working days. Final acceptance by the County will be at the end of the 60 working day period, so that final retention payment can be made immediately upon acceptance of the system.

10. The computer system shall have been in operation and available to the Assessor at least 95% of the time, during the Acceptance period. If not, Vanderburgh County may extend the Acceptance period for additional thirty day periods until 95% performance level is achieved.

If the system does not meet the 95% level after the final 30 day period, Vanderburgh County may exercise the right to return the equipment and have the full cost of the computer hardware and software returned to the County.

11. The Manatron Property Record card worksheet shall be printed in a format that has been approved by the State of Indiana. The Final Property Record Card shall be approved by the State Tax Board at a later date.

12. Manatron will provide sufficient computer storage to maintain 100,000 parcels plus limited storage of Word Processing, Spreadsheet and Report Generation files. Storage of Word Processing, Spreadsheet and Report Generation files will depend on user defined preferences.

13. Manatron agrees to provide a Performance Bond equal to 100% of the initial purchase price - that is, approximately \$237,000.

Schedule C Agreement between Manatron Incorporated and
Vanderburgh County

14. Manatron agrees to a penalty clause of \$100 per day, as stated in the RFP, for late delivery of Hardware and Software specified in Schedules A and B.
15. The County will contract with Unisys or a similar company for Equipment Maintenance.
16. Ownership and title will transfer to the County at the time of equipment installation. The title will return to Manatron if the acceptance test is not satisfactory and County shall have all remedies available at law or equity.
17. Ownership and Title to the computer will transfer to the County for all purposes upon Manatron's installation and demonstration of the functioning of the software included in the contract.

The acceptance period will begin upon the County's acknowledgment of this demonstration. Such acknowledgment shall be within two days of the demonstration and shall not be unreasonably withheld or delayed.

Accepted:

MANATRON, INC.

By _____

Title _____

Witness _____

Date _____

Accepted:

VANDERBURGH COUNTY, INDIANA

By Richard J. Barnes

Title President

Witness _____

Date _____

Unisys Corporation
Suite 3020
3500 DePauw Boulevard
Indianapolis Indiana 46268 1182
Telephone
317 872 4686

UNISYS

Page 21

SCHEDULE D - UNISYS LETTER

(This letter is hereby made a part of this Agreement, as Reference to this contract.)

October 28, 1987

Mr. Jim Hughes
Manatron
2970 South 9th Street
Kalamazoo, Michigan 49009

Dear Jim:

This letter is in reference to our conversation regarding B20 documentation requested by Tom Dorsey of Vanderburgh County.

Unisys policy is to include one copy of documentation per copy of software shipped. In other words, one copy will be included at no charge for each master station ordered, and one set for the XE520.

Additionally, Unisys policy is such that photocopying of the documentation is not permitted. As a result, I have enclosed a list of the documentation that is included with each master workstation order along with the pricing.

Please contact me if you have any questions.

Sincerely,

UNISYS CORPORATION



Dan Dezellan
Account Representative

Enclosure

CC: Tom Dorsey

cl/m

10/28/87

14:04

SPERRY INDELS

NO. 002

003

Page 22

Schedule D Agreement Reference between Manatron Incorporated
and Vanderburgh County

I. DOCUMENTATION TO BE PROVIDED:

With the configuration of hardware outlined on the attached Schedule A, the County will be provided five (5) sets of the below manuals for five (5) master workstations, and one (1) set of the below software for the XE520.

<u>PERIGATION TITLE</u>	<u>FORM</u> <u>NO.</u>	<u>SINGLE</u> <u>COPY</u> <u>PRICE</u>
BROS Editor Operations Guide (7.0 Rel.)	50222702	\$ 3.45
BROS Hardware Installation Guide	1188240	13.80
BROS Operations Training Guide (7.0 Rel.)	5023237	25.05
BROS Standard Software Operations Guide (7.0 Rel.)	5016769	34.65
BROS Std. Software Operations Quick Ref. Guide (7.0 Rel.)	5024011	16.15
BROS Status Codes Reference Manual (7.0 Rel.)	5022155	20.85

The terms outlined in this letter of understanding, are hereby agreed to between Manatron, and Vanderburgh County, by acceptance below:

ACCEPTED:

MANATRON, INC.

By _____

Title _____

Witness _____

Date _____

ACCEPTED:

VANDERBURGH COUNTY, INDIANA

By _____

Title _____

Witness _____

Date _____



3/21/89

(11)

Doc # 2

May 12, 1989

Mr. Richard Barries, President
Board of Commissioners
Vanderburgh County
Civic Center Complex - Room 318
Evansville, IN 47591

Dear Mr. Barries:

I want to take this opportunity to thank you for allowing Manatron to be your solution to the Hardware needs of Vanderburgh County.

Enclosed are copies of the recently signed agreements between Vanderburgh County and Manatron, Incorporated. These copies are permanent records and should be carefully preserved for your files.

We intend to do our best to earn your continued confidence. Please call me anytime you feel that I may be of assistance. We look forward to working for you.

Sincerely,

Allen Peat
President

AP/eo

2970 S. 9th Street
Kalamazoo, MI 49009
(616) 375-5300

1401 North 26th Street
Penslar Office Center
Escanaba, MI 49829
(906) 786-5244

1999 Wabash Avenue
Springfield, IL 62704
(217) 787-6700

5881 E. 82nd Street
Suite 101
Indianapolis, IN 46250
(317) 842-1214

1575 Universal Avenue
Kansas City, MO 64120
(816) 483-4100

2560 9th Street
Suite 319
Berkeley, CA 94710
(415) 549-7030

3118 Gulf To Bay Blvd.
Suite 202
Clearwater, FL 33519
(813) 725-2045

8141 N. Main Street
Dayton, OH 45415
(513) 898-3969

2612 8th Avenue
Keosau, NE 68847
(308) 234-6664

701 West Northwest Highway
Grapevine, TX 76051
(817) 481-9554

RECEIVED

MAY 17 1989

VANDERBURGH COUNTY
COMMISSIONER'S OFFICE



SCHEDULE A

Agreement for Equipment Sale

Manatron Incorporated by its acceptance agrees to sell and customer,
Vanderburgh County - Assessor's Office

Civic Center Complex - Room 318
Evansville, IN 47591

agrees to buy the equipment listed below:

Item #	Model/Description	Quantity	Unit Price	Total Price
1)	Upgrade of 80186 processor to 80386/80287 processor on (3) rental workstations currently on-site.	3		

Additional monthly rental will be \$131.20 per workstation. The only additional costs incurred will be those for delivery of 80386/80287 processor and installation, billed at the hourly rate of \$50.

Grand Total List Price:

Less Down Payment:

Balance of List Price:

I. Title of the equipment shall vest in customer upon shipment of the equipment to customer. Manatron shall retain a security interest in the equipment until the entire balance of the list price and all other monies payable hereunder are paid in full.

II. INSTALLATION

The initial installation will be performed by Manatron during Manatron's normal working hours. Manatron shall deliver and install the equipment as soon as reasonably possible.

III. RETENTION

After initial installation, 10% of the equipment cost may be retained by the customer until Manatron has demonstrated conformance to specifications. Customer agrees to pay interest of 1.5% per month on any unpaid balance past 30 days overdue other than the 10% retention.

IV. DESTINATION AREA TRANSPORTATION

Manatron will arrange for transportation to the customer premises at which the equipment is to be located, and customer shall pay transportation charges.

V. RISK OF LOSS OR DAMAGE

Customer shall assume full risk of loss or damage to the equipment immediately upon its shipment to customer's location. As long as Manatron holds a security interest in the equipment customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of the equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit any alteration without the prior written consent of Manatron; permit inspection by Manatron at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurance value of the equipment, with loss payable to Manatron and customer as their interests shall appear.

VI. WARRANTY

Manatron warrants that: (a) no applicable statute, regulation or ordinance of the United States or of any State has been violated in the manufacture and sale of the equipment; (b) Manatron has title to the equipment and the right to sell it; (c) for a period of 90 days from installation the equipment delivered under this agreement shall be free from defects in materials and workmanship under normal use and service.

Accepted:

MANATRON, INC.

By 

Title President

Witness



Date

03-23-89

VANDERBURGH COUNTY, IN

By Approved per Receipt of

Title Purchase Order 15043 dated

Witness

3-23-89

Date

NOTE: No claim will be approved for payment unless original copy of this order or the P.O. number is made a part of the claim and every invoice or claim has the proper sworn affidavit attached.

PURCHASE ORDER

DEPARTMENT OF PUBLIC PURCHASE
CITY OF EVANSVILLE AND VANDERBURGH COUNTY, INDIANA

P.O. NO. **N^o 15043**
Must be on Invoice, Claim or Delivery Memos.

VENDOR

DELIVER TO

Manatron, Inc.
2970 S. 9th St.
Kalamazoo, MI
49009

County Assessor (Confirming)
Rm. 318, Civic Center Complex
*A.S.A.P.

DATE 3/21/89
REQ. VC 08661

Evansville, Indiana
249-130-360

CONTRACT DATED
If Subject to cash discount please indicate on Invoice or Claim.

TERMS: Net		Appro. for County Assessor		No.	Balance Fw'd.	
Quantity	Unit	Description	Unit Price	Amount		\$
3		Rental of #80386 processors for reassessment for 6 months.		6,972.00		
*FAX #6163759826						
CONFIRMING						
This order issued in compliance with the laws of the State of Indiana		TOTAL ORDER		\$ 6,972.00		
		APPROPRIATION BALANCE		\$		

I hereby certify that there is an unobligated balance in this appropriation sufficient to pay for the above order.

Acceptance of this Purchase Order establishes the above prices as firm prices, not subject to change.

Indiana Retail Tax Exempt
356001021 001 0
and 356000205 001 8

Federal Excise Tax Exempt

Director of Purchasing

12/14/92

Doc # 3

AGREEMENT

This agreement is entered into by and between:

MANATRON, INC.
2970 S. 9th Street
Kalamazoo, Michigan 49009

COPY

and

VANDERBURGH COUNTY
(Assessor's Office)
Civic Center Complex
Evansville, IN 47708

NOV 30 1992

James
County Assessor

The terms and conditions of which are as follows:

GENERAL TERMS AND CONDITIONS

I. PAYMENT

Customer agrees to pay Manatron within forty-five (45) days of receipt of an invoice for any hardware, software and training, and for all other charges listed herein. Customer agrees to pay a late payment charge at the rate of one and one-half (1½) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month, or fraction thereof, that such payment is in default.

II. TAXES

Customer shall pay Manatron any tax (except tax based on net income) on this Agreement, on or measured by the prices, other charges, the equipment, program products, or services furnished, or their use, however designated, levied or based whenever Manatron must pay/or collect the tax from customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the customer's sole obligation after payment to Manatron to challenge the applicability of any tax. Any personal property taxes assessable on the equipment after shipment shall be borne by customer.

III. LIMITATION OF LIABILITY

In no event shall Manatron be liable to customer for loss of revenue, indirect, special or consequential damages arising out of any breach of this agreement or of obligations under this agreement or the license granted or for any claim made against customer by any other party, even if Manatron has been advised of the possibility of such claim.

Manatron shall not be liable for any damages caused by delay in delivery, installation or furnishing of the hardware, program products or services under this agreement.

If a charge is payable with respect to any hardware, program product(s) or related materials or service hereunder, or if a charge has been established in the regular course of business by Manatron for the same or similar, then Manatron's liability, if any, for loss or damages relating to or arising out of this agreement shall not exceed the charges attributable to such hardware, software and services under this agreement.

GENERAL TERMS AND CONDITIONS (cont'd)**EQUIPMENT SALE**

MANATRON, INC. agrees to sell and customer,
VANDERBURGH COUNTY (Assessor's Office), IN

agrees to buy the equipment listed on the attached Schedule A, in accordance with the following terms and conditions.

I. TITLE

Title of the equipment shall vest in customer upon shipment of the equipment to customer. Manatron shall retain a security interest in the equipment until the entire balance of the list price and all other monies payable hereunder are paid in full.

II. INSTALLATION

The initial installation will be performed by Manatron during Manatron's normal working hours. Manatron shall deliver and install the equipment as soon as reasonably possible.

III. RETENTION

After initial installation, 10% of the equipment cost may be retained by the customer until Manatron has demonstrated conformance to specifications. Customer agrees to pay interest of one and one-half (1½) percent per month on any unpaid balance past 45 days overdue other than the 10% retention.

IV. DESTINATION AREA TRANSPORTATION

Manatron will arrange for transportation to the customer premises at which the equipment is to be located, and customer shall pay transportation charges as outlined herein.

V. RISK OF LOSS OR DAMAGE

Customer shall assume full risk of loss or damage to the equipment immediately upon its shipment to customer's location. As long as Manatron holds a security interest in the equipment, customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of the equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit any alteration without the prior written consent of Manatron; permit inspection by Manatron at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurance value of the equipment, with loss payable to Manatron and customer as their interests shall appear.

VI. WARRANTY

Manatron warrants that: (a) no applicable statute, regulation or ordinance of the United States or of any State has been violated in the manufacture and sale of the equipment; (b) Manatron has title to the equipment and the right to sell it; (c) for a period of 90 days from installation the equipment delivered under this agreement shall be free from defects in materials and workmanship under normal use and service.

SCHEDULE A

Equipment for:

VANDERBURGH COUNTY, IN (Assessor's Office)

I. HARDWARE

Qty	Description	Price	Annual Maint.
2	B38 80386 MCP Processor w/1MB Memory (Pre-owned)	\$ 5,790	
2	Color Display (Pre-owned)	1,620	
2	Graphics Module (Pre-owned)	1,140	
2	Keyboard (Pre-owned)	250	
2	Power Supply and Line Cord	350	
2	50' Cluster Cable	250	
2	Surge Protector	100	
HARDWARE TOTAL		\$9,500	\$ N/A

II. ADDITIONAL COSTS

The additional costs that will be incurred with purchase of the above hardware are for delivery, installation and supplies. Delivery is estimated to be \$80. Installation is available on request and is billed as used at the rate in effect at time of service, currently \$70 per hour. Supplies will include two workstation dust covers at a total cost of \$35.60. Additional costs are billed at the actual expense as incurred, and are due within 45 days of invoice.

III. WARRANTY/MAINTENANCE

The above hardware includes a 90 day warranty period. Thereafter, maintenance can be provided by Manatron on a time and materials basis. Alternatively, Manatron can provide maintenance coverage on the above outlined equipment if the County becomes enrolled under a Manatron maintenance program. It is our understanding that the County will be securing hardware maintenance through Unisys Corporation.

IV. AVAILABILITY OF PRE-OWNED HARDWARE

The above hardware includes pre-owned units (as indicated) that will include a 90 day warranty period. Availability of these units is limited; therefore, we recommend the County approve this agreement within 30 days to insure that pre-owned units are available at the reduced price.

GENERAL TERMS AND CONDITIONS**ACCEPTANCE**

MANATRON, INC. and customer,
VANDERBURGH COUNTY (Assessor's Office), IN

by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Schedules that are a part of this Agreement, include:

Schedule A - Equipment Sale

Accepted:

MANATRON, INC.

By 

Title President

Witness Glenon M Quattrone

Date Dec 21. 1992

Accepted:

VANDERBURGH COUNTY, IN

By Charles S. McClentice

Title President

Witness Sam Humphrey cm

Date 12-14-92

12/13/93
Doc # 4

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

12/13/93
12/13/93
Vanderburgh County Assessor's Office

I. HARDWARE ADDENDUM

Agreement #LC112492als384 (shown in upper left corner of agreement), approved by Vanderburgh County on 12-14-92 and by Manatron on 12-21-92, is hereby being amended. This addendum, when approved, will substitute the hardware outlined in the original agreement, with the hardware listed below. This addendum supersedes the hardware and terms outlined in Schedule A of agreement #LC112492als384.

Qty	Description	Price	Annual Maint.
4	Appraisal Workstations: 80486DX-33MHz Micro Processor 4MB Memory, 3.5" 1.44MB Floppy, Mouse, Keyboard, 120MB Disk Drive, DOS Operating System Super VGA Color Display Ethernet LAN Interface Board Reflects trade-in credit of \$1,440 toward BTOS hardware returns**	\$ 7,964	\$ 740
1	10' DOS Parallel Cable (for CI800 printer)	50	0
1	300CPS Multi-function Matrix Printer w/Cable and Tractor Feed	699	79
0	Surge Protector (can be retained from current BTOS system)	0	0
TOTAL HARDWARE		\$ 8,713	\$ 819

** This addendum includes return of existing BTOS equipment as listed on the following page.

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

I. HARDWARE ADDENDUM - continued

This addendum includes return of the BIOS equipment listed below:

- (4) B25 GRA Graphics Module S/N 342065273, 342180262, 350500450, 344155718
- (5) 2400 Baud Smartmodem S/N H23800173099, H23800173414, H19800173775,
H18100173631, H19800173783
- (1) B25-CPU 80186-256KB Processor S/N 342101904
- (3) 256KB Memory Upgrade S/N 100000065, 000100400, 000100700
- (2) B38-MCP 386/287-1MB Processor S/N 397589292, 379181985
- (3) B25-K1 Keyboard S/N 332206739, 332238245, 332188671
- (3) B25-CD3 Color Display S/N 332345834, 332081207, 346492325
- (4) B25-PS Power Supply & Line Cord S/N 130017031, 140032760, 331635540, 130018320
- (1) B25-M1 Dual Floppy Drive S/N 326276896
- (1) Okidata 84 Printer S/N 263 415

II. ADDITIONAL COSTS

The only additional costs that will be incurred with the hardware outlined are for delivery, hardware installation and supplies. Delivery is estimated to be \$250. Hardware installation will include unpacking and setup of PCs. One day should be planned for hardware installation which is billed as used at the rate in effect at time of service, currently \$70 per hour. Supplies will include one box of printer ribbons at a total cost of \$45.60. Additional costs are billed as incurred at the actual expense.

III. HARDWARE MAINTENANCE

PC Hardware (workstations) includes a one-year "return to manufacturer/depot" warranty. The Printer includes a 90 day warranty. Manatron extends this maintenance coverage to include on-site maintenance or swap-out/replacement hardware (full maintenance) while maintenance services are provided. Pricing shown provides the County with full maintenance for the first year period. After that, if maintenance is desired, the annual amount will increase to \$1,585 per year. To discontinue maintenance services after the first year period, Manatron must be advised in writing at least 30 days prior to the end of the first year. Hardware maintenance fees are subject to annual cost of living increases as determined necessary. Increases, when applied, will not be more than the U.S. Consumer Price Index in a given year.

IV. HARDWARE CONSIDERATIONS

The configuration proposed does not make any assumptions with regards to connectivity of these workstations to the Server. Cabling is not included in this agreement, and will have to be contracted for separately.

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

V. RECAPITULATION

Cost Summary	
Hardware	\$ 8,713.00
Hardware Installation (Estimated one day)	560.00
Supplies (Starter Kit Only)	45.60
Delivery (Estimate)	250.00
Total Costs	\$ 9,568.60

VI. PAYMENT TERMS

Hardware will be invoiced on shipment. Delivery, Installation, and Supplies will be invoiced as incurred, at the actual cost. Hardware Maintenance will be invoiced annually in advance, commencing with shipment. All invoices are due within 45 days.

Recurring costs will be limited to hardware maintenance (\$819 for first year; \$1,585 annually thereafter). These costs are subject to annual cost of living increases as determined necessary. Increases, when applied, are based on the U.S. Consumer Price Index and will not exceed this Index in a given year. Maintenance can be cancelled with thirty days written notice.

It should be noted that Contract #384 was approved in the amount of \$9,616 (Hardware - \$9,500; Delivery - \$80; Supplies - \$36). This is in comparison to the new total of this addendum (\$9,568.60). It should be noted that maintenance fees do not need to be included in the total amount, as they are funded through a separate budget line item.

GENERAL TERMS AND CONDITIONS

ACCEPTANCE

MANATRON, INC. and customer,

VANDERBURGH COUNTY, IN (County Assessor's Office)

by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Schedules that are a part of this Agreement, include:

Schedule A - Addendum #1 - Equipment

Accepted:

MANATRON, INC.

By



Title

President

Witness



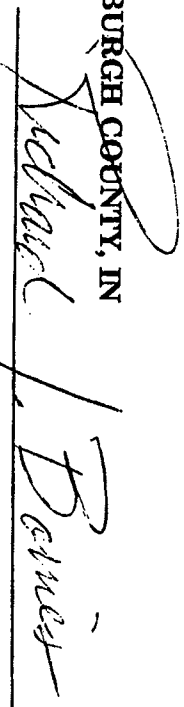
Date

1-4-94

Accepted:

VANDERBURGH COUNTY, IN

By



Title

President, Board of Commissioners of
Vanderburgh County, Indiana

Witness



Date

December 13, 1993

1/4/94

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)



 Robert A. Vanderburgh

 Assessor

 January 1, 1994

Doc # 5

I. HARDWARE ADDENDUM

Agreement #LC112492als386 (shown in upper left corner of agreement), approved by Vanderburgh County on 12-14-92 and by Manatron on 12-21-92, is hereby being amended. This addendum when approved, will substitute the hardware outlined in the original agreement, with the hardware listed below. This addendum supersedes the hardware and terms outlined in Schedule A of agreement #LC112492als386.

Qty	Description	Price	Annual Maint.
1	File Server: 80486DX2-66MHz Micro Processor 4MB Memory, 3.5" 1.44MB Floppy, Mouse, Keyboard DOS Operating System 1.2GB SCSI Disk Drive SCSI Disk Controller (2) 8MB Memory Expansion Super VGA Color Display Ethernet LAN Interface Board Reflects trade-in credit of \$1,550 toward BTOS Server (XE520 System*)	\$ 4,876	\$ 359
1	MicroFocus OSX COBOL XM/Run	250	0
1	2GB DAT Tape Drive w/ArcServe Software	3,620	281
1	Appraisal Workstation: 80486DX-33MHz Micro Processor 4MB Memory, 3.5" 1.44MB Floppy, Mouse, Keyboard, 120MB Disk Drive, DOS Operating System Super VGA Color Display Ethernet LAN Interface Board	2,351	185
1	Terminator Kit	100	0
1	Novell Netware 3.11 (50 User License)	4,995	825
1	M.O.M.S. (Manatron On-line Maintenance Service) Remote Diagnostic Software (Modem S/N 685485 from BTOS System to be retained)	300	100

Continued on the Following Page

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

I. HARDWARE - continued		
1	Remote Communications Server: 80486SX-25MHz Micro Processor 4MB Memory, 3.5" 1.44MB Floppy, Mouse, Keyboard, 120MB Disk Drive, DOS Operating System Super VGA Color Display Ethernet LAN Interface Board	\$ 1,868
1	DCA Remote LAN Node Adapter/Software (8 Port Package)	3,795
1	80486SLC-25MHz Notemaster 2MB Memory, LCD Display, 3.5" 1.44MB Floppy, 120MB Disk Drive, DOS Operating System 2MB Memory Expansion	2,678
TOTAL HARDWARE		\$24,833
		\$2,715

*

This addendum includes return of the XE520 system which includes:

- (1) XE520 System w/71MB Disk Drive, 1/4" Tape Backup S/N 106 902 950
- (1) 256KB File Processor S/N 3160 8466
- (1) 256KB Cluster Processor S/N 3159 8279
- (1) 256KB Storage Processor S/N 040 2201
- (1) Terminal Processor S/N 050 3582
- (1) 512KB Memory Expansion S/N 0709 090
- (1) SMD Controller S/N 3700 7150
- (1) 269MB Disk Drive S/N 332 924 026
- (1) 135MB Disk Drive S/N 222057-M140

II. ADDITIONAL COSTS

The only additional costs that will be incurred with the above are for delivery, Novell configuration, hardware installation and supplies. Delivery is estimated to be \$250. Novell PCs, peripherals and printers in the software. Hardware installation will include unpacking hardware installation which is billed as used at the rate in effect at time of service, currently \$70 per hour. Supplies will include daily backup media at a cost of \$190.00. Additional costs are billed as incurred at the actual expense.

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

III. HARDWARE MAINTENANCE

PC Hardware (server, workstation, disk drives, tape backup, notemaster) includes a one-year "return to manufacturer/depot" warranty. System Software (Novell, MOMS, DCA LAN) does not have a warranty period because these are software products.

Manatron extends this maintenance coverage to include on-site maintenance or swap-out/replacement hardware (full maintenance) while maintenance services are provided. Pricing shown provides the County with full maintenance for the first year period (\$1,165 maintenance; \$1,550 system software support). Thereafter, if maintenance is desired, the annual amount will increase to \$2,279 for hardware maintenance and \$1,550 system software support. To discontinue maintenance services after the first year period, Manatron must be advised in writing at least 30 days prior to the end of the first year. Hardware maintenance fees are subject to annual cost of living increases as determined necessary. Increases, when applied, will not be more than the U.S. Consumer Price Index in a given year.

While the County has the option of discontinuing maintenance, Software Support for the Novell, DCA LAN and MOMS, must remain in effect. This fee is \$1,550 per year.

IV. HARDWARE CONSIDERATIONS

- a) The configuration proposed requires use of an Uninterruptible Power Supply unit for the server. It is our understanding that the County currently has a UPS which can be used on the new system. If not available, purchase of a UPS unit would be required and is \$599 for a 600 watt model.
- b) Manatron makes no representation that other PC hardware components can be connected to the system proposed. Upon request of the County, Manatron can provide on-site assistance to the Township offices to connect their PC hardware to the network/server proposed. Any such on-site assistance will be billed at Manatron's then current hourly rates.
- c) The configuration proposed does not make any assumptions with regards to connectivity of workstations to the above listed Server. Cabling is not included in this agreement, and will have to be contracted for separately.

V. RECAPITULATION

Cost Summary	
Hardware	\$24,833.00
Novell Configuration	1,680.00
Hardware Installation (Estimated one day)	560.00
Supplies (Starter Kit Only)	190.00
Delivery (Estimate)	250.00
Total Costs	\$27,513.00

SCHEDULE A - Addendum #1

Equipment for:

VANDERBURGH COUNTY, IN (County Assessor's Office)

VI. PAYMENT TERMS

Hardware, Software and Novell configuration will be invoiced on shipment. Delivery, Installation, and Supplies will be invoiced as incurred, at the actual cost. Hardware Maintenance and Software Support will be invoiced annually in advance, commencing with shipment. All invoices are due within 45 days.

Recurring costs will be limited to hardware maintenance (\$1,165 for Year 1; \$2,279 for Year 2) and System Software Support (\$1,550 per year). These costs are subject to annual cost of living increases as determined necessary. Increases, when applied, are based on the U.S. Consumer Price Index and will not exceed this Index in a given year.

It should be noted that Contract #386 was approved in the amount of \$27,851 (Hardware - \$23,101; Delivery - \$200; Supplies - \$18; Installation - \$1,120; and first year maintenance - \$3,412). This is in comparison to the new total of this addendum (\$27,513.00). It should be noted that maintenance fees do not need to be included in the total amount, as they are funded through a separate budget line item.

GENERAL TERMS AND CONDITIONS

ACCEPTANCE

MANATRON, INC. and customer
VANDERBURGH COUNTY, IN (County Assessor's Office)

by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

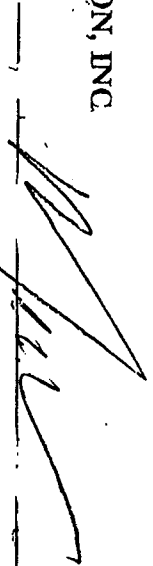
Schedules that are a part of this Agreement, include:

Schedule A - Addendum #1 - Equipment

Accepted:

MANATRON, INC.

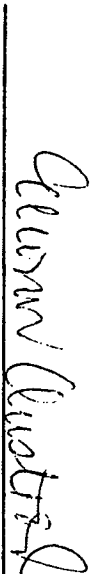
By



Title

President

Witness



Date

1-4-94

Accepted:
VANDERBURGH COUNTY, IN

By



Title

President, Board of Commissioners of
Vanderburgh County, Indiana

Witness



Date

December 13, 1993

MANATRON

Doc # 5

July 8, 1998

Mr. Larry Ice
City of Evansville/Vanderburgh County
1 Northwest Martin Luther King Blvd., Room #205
Evansville, Indiana 47708

Dear Mr. Ice:

This Letter of Authorization ("LOA") will confirm your request for the following modification(s) to the WRTS Corvisum application at the price and fees indicated below:

1. Programming to unpropriete the attached listing of files (Please note: Audit files will not be converted) for the WRTS Corvisum application. As part of this effort, Manatron will provide file layouts including the following information:

- The layout of fields within the record
- The position within the file
- The length of the field
- The type of field
- A description of the field

(See Attachment 1)

TOTAL COST:

\$19,850.00

Manatron requests that the County run a backup of the following files and send the tape to the Manatron Canton office.

- LG1: *.dat
- LG2: *.dat
- PRO: recnos.fil
- PRO: users.fil
- PROBSDATA:*.DAT

2. Initial test run of the above programs (WRTS Corvisum) at the Manatron Canton Office. Upon completion of the test run, Manatron will provide City of Evansville/Vanderburgh County with ASCII flat files on a mutually agreeable media.

TOTAL COST:

\$7,680.00

Subsequent runs of the above programs can be completed on site. Should the City of Evansville/Vanderburgh County request assistance from Manatron during these subsequent runs, such assistance would be available at our then current per-call rates.

Should the City of Evansville/Vanderburgh County desire that Manatron perform such subsequent runs at our Canton office, each run would be processed at a cost of \$7,680.00

Above costs assume that processing is completed during business hours. If weekend or holiday processing is required, extra fees will apply.

630 30th Street N.W. • Canton, OH 44709
(330) 493-3480 • (330) 493 0720 FAX

City of Evansville/Vanderburgh County, Indiana
July 8, 1998
Page 2

3. Conversion Assistance

Request for assistance for any aspect of the conversion will be available at our then current per call rates.

This Letter of Authorization ("LOA") terminates automatically without further notice at the close of business on August 5, 1998.

Manatron will commence work on this project only if the City of Evansville/Vanderburgh County Account Receivable is current as of thirty (30) days.

Manatron agrees to provide the extract program(s) and/or run the initial run within one hundred eighty (180) days of the signing of the agreement.

The Company will invoice 40% of the estimated fees on Letter of Authorization execution and the balance of all fees upon installation of the completed modification. Customer agrees to pay all invoices within thirty (30) days.

As you are already under contract with Manatron for the acquisition of the above software licenses and services, the terms and conditions of that contract shall apply as to the modifications listed above.

Your signature on this letter constitutes your authorization and purchase order to Manatron. Please sign and return the enclosed duplicate of this letter to Elaine Horger, Manager - Contract Administration, Manatron, 630 - 30th St., N.W., Canton, Ohio 44709.

Please retain one (1) of the two (2) copies of this letter for your files.

We appreciate this opportunity to be of service to you.

Sincerely,

By: 
Edna E. Warner
Senior Vice President

Acknowledged and agreed to this 20 day of July, 1998.

MANATRON

City of Evansville/Vanderburgh County, Indiana

July 8, 1998

Page 3

Accepted:

CUSTOMER:

CITY OF EVANSVILLE/VANDERBURGH CO.

(Customer Name)

MANATRON, INC.

By _____

By *[Signature]*

Larry Lee
7/20/98
(Name and Title)

[Signature]
(Name and Title)

By *Brynda June*

Effective Date: 7/21/98

Bethy Lee Reed - County
(Name and Title) Commissioner

Witnessed By: *William B. Stager*
Manager, Contract Administration
(Name and Title)

[Signature]
(Name and Title)

Richard E. Moberg, Jr.
(Name and Title)

By _____

(Name and Title)

Date: _____

PN# IN98.031
98/05/06

MANATRON

City of Evansville/Vanderburgh County, Indiana

July 8, 1998

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**ATTACHMENT 1
WRITS CORVISION**

FILES TO CONVERT

Case Master File	Case Configuration File
Party File	Criminal File
Alias File	Fec Code File
Attorney Name File	Appearance Code File
Party Attorney File	Court Calendar File
Witness File	<u>CASHBOOK</u>
General Index File	Receipt History File
Docket Code File	Disbursement History File
Docket Entry File	Open Item File(s)
Case Fees File	Accounts Receivable File(s)
Court Order File	Check File(s)
Motions File	Account File
Notes File	Cashier File
Variable Information File	Status Code File
Audio/Visual File	<u>PROBATION FILES</u>
Supreme Court Code File	Probationers
Supreme Court Log File	Probation Involvement
Judge File	Probation Offenses
Action Code File	Probation Offenses
Agency File	Probation Medication
Arca File	Associate Information
Case Number File	

MANATRON

City of Evansville/Vanderburgh County, Indiana
July 8, 1998
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**ATTACHMENT 1
WRITS CORVISION**

PROBATION FILES (Cont'd)

Probation Participants

Documents

Conditions

Conditions Result Log

Schedule of Events

Event Log

Global Addresses

Global Master

Global Names

Global Phones

Probation Master

Conditions Setup

Condition Accounts

Probation Codes

Violation Code File